

P.U.D. #130A

Stone Wood Crossing II

BACKFLOW PREVENTER VALVE TABLE

BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	
*	1	1	793.00	U	5	16	775.00	26	772.05	
*	2	1	790.00	S	5	17	776.00	LH e	774.41	
*	2	2	789.00	R	791.08	5	18	777.00	LH e	774.41
*	2	3	787.00	R	791.08	5	19	774.00	LH c	772.05
*	2	4	786.00	R	791.08	5	20	774.00	LH c	772.05
*	2	5	784.00	R	791.08	5	21	774.00	22	772.05
*	2	6	783.00	Q	784.66	5	22	774.00	22	772.05
*	2	7	781.00	Q	784.66	5	23	774.00	22	772.05
3	1	787.00	31	782.32	5	24	774.00	LH d	772.40	
3	2	787.00	31	782.32	5	25	773.00	21	772.05	
3	3	786.00	31	782.32	5	26	773.00	21	772.05	
3	4	786.00	30	782.65	5	27	773.00	20	772.05	
3	5	784.00	30	782.65	5	28	773.00	19	772.05	
3	6	783.00	30	782.65	5	29	771.00	19	772.05	
3	7	781.00	29	778.48	5	30	771.00	9	763.79	
3	8	780.00	29	778.48	5	31	771.00	8	768.37	
3	9	780.00	28	776.64	5	32	771.00	8	768.37	
3	10	778.00	28	776.64	5	33	772.00	7	769.13	
3	11	778.00	28	776.64	5	34	772.00	18	770.43	
3	12	779.00	29	778.48	5	35	773.00	LH b	771.00	
3	13	780.00	29	778.48	5	36	772.00	18	770.43	
3	14	781.00	30	782.65	5	37	773.00	6	768.18	
3	15	782.00	30	782.65	5	38	774.00	5	770.94	
3	16	783.00	30	782.65	5	39	775.00	5	770.94	
3	17	784.00	31	782.32	5	40	779.00	5	770.94	
3	18	785.00	31	782.32	6	1	779.00	N	780.73	
3	19	779.00	LH a	778.40	6	2	782.00	47	781.20	
3	20	778.00	LH a	778.40	6	3	782.00	47	781.20	
3	21	777.00	17	775.90	6	4	783.00	48	785.39	
3	22	776.00	17	775.90	6	5	784.00	48	785.39	
3	23	775.00	17	775.90	6	6	789.00	48	785.39	
3	24	773.00	17	775.90	6	7	791.00	LH k	785.43	
3	25	773.00	16	771.26	6	8	789.00	LH k	785.43	
3	26	771.00	16	771.26	6	9	786.00	48	785.39	
3	27	771.00	15	769.24	6	10	782.00	47	781.20	
3	28	771.00	15	769.24	6	11	782.00	42	781.10	
4	1	775.00	LH g	772.16	6	12	782.00	43	781.10	
4	2	774.00	35	772.16	6	13	783.00	44	781.10	
4	3	774.00	35	772.99	6	14	783.00	45	782.05	
4	4	774.00	38	772.99	6	15	785.00	LH j	786.35	
4	5	775.00	38	773.15	6	16	788.00	LH j	786.35	
4	6	775.00	39	774.42	6	17	786.00	46	782.05	
4	7	776.00	39	774.42	6	18	786.00	46	782.05	
4	8	777.00	39	774.42	6	19	786.00	LH i	782.05	
4	9	776.00	38	773.15	6	20	786.00	V	782.07	
4	10	776.00	35	772.99	6	21	787.00	V	782.07	
4	11	776.00	36	773.72	6	22	791.00	49	793.30	
4	12	777.00	37	774.65	6	23	793.00	49	793.30	
4	13	777.00	LH f	775.51	6	24	794.00	49	793.30	
4	14	778.00	LH f	775.51	6	25	799.00	H	797.00	
4	15	777.00	LH f	775.51	6	26	799.00	H	797.00	
4	16	777.00	37	774.65	6	27	797.00	G	804.50	
4	17	776.00	37	774.65	6	28	795.00	G	804.50	
4	18	775.00	36	773.72	6	29	793.00	G	804.50	
4	19	775.00	36	773.72	6	30	790.00	G	804.50	
5	1	769.00	13	765.31	6	31	788.00	F	788.50	
5	2	769.00	13	765.31	6	32	788.00	LH h	782.56	
5	3	769.00	13	765.31	6	33	786.00	LH h	782.56	
5	4	769.00	12	766.02	6	34	782.00	40	781.10	
5	5	769.00	12	766.02	6	35	780.00	40	781.10	
5	6	770.00	11	766.58	6	36	779.00	40	781.10	
5	7	770.00	11	766.58	6	37	781.00	40	781.10	
5	8	772.00	23	772.11	6	38	784.00	LH h	782.56	
5	9	773.00	23	772.11	6	39	785.00	F	788.50	
5	10	773.00	24	772.13	6	40	783.00	E	784.00	
5	11	773.00	25	772.05	6	41	783.00	D	784.24	
5	12	774.00	25	772.05	6	42	777.00	K	774.86	
5	13	774.00	25	772.05	6	43	776.00	K	774.86	
5	14	774.00	25	772.05	6	44	777.00	J	773.86	
5	15	774.00	26	772.05	6	45	779.00	J	773.86	

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

* REQUIRES BACKFLOW PREVENTER VALVE.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-52504-29.

PLAT No.
5988



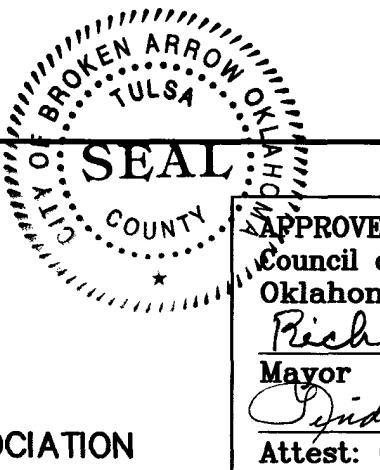
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING
 A SUBDIVISION OF A PART OF THE SE/4 OF SECTION THIRTY-FOUR (34),
 TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

Legend
 B/L BUILDING LINE
 U/E UTILITY EASEMENT
 BL/UE BUILDING LINE & UTILITY EASEMENT
 NSU/E NON-STANDARD UTILITY EASEMENT
 FR/UE FENCE RESTRICTION & UTILITY EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 TCM TRAFFIC CONTROL MEDIAN
 AR ACCESS RESTRICTED PER PUD 130A
 13255 STREET ADDRESS

Scale: 1"=100'
 0 50 100 200

Curve Table
 NO. LENGTH RADIUS DELTA
 C1 39.27' 25.00' 90'00"00"
 C2 36.83' 25.00' 84'24"00"
 C3 135.09' 605.00' 124'73"38"
 C4 264.58' 325.00' 46'38"37"
 C5 37.60' 25.00' 86'11"02"
 C6 34.34' 215.00' 09'09"06"
 C7 82.59' 245.00' 191'84"48"
 C8 45.70' 25.00' 104'44"05"
 C9 25.67' 125.00' 114'55"55"<br

Deed of Dedication Stone Wood Crossing II



APPROVED 9-19-05 by the City
Council of the City of Broken Arrow,
Oklahoma.
Richard Carter, Jr. 9-27-06
Mayor
Jude C. Laddie
Attest: City Clerk 9-27-06

STONE WOOD CROSSING II PUD # 130A DEED OF DEDICATION

ROLAND INVESTMENTS, LTD., AN OKLAHOMA CORPORATION (THE "DEVELOPER"), BEING SOLE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4), SECTION 34, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 34; THENCE S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1142.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1497.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE S 00°07'13" E AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1458.87 FEET; THENCE S 77°25'51" E A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°55'27" AND A RADIUS OF 841.42 FEET FOR AN ARC LENGTH OF 512.88 FEET; THENCE N 66°02'02" E A DISTANCE OF 816.11 FEET; THENCE N 23°57'56" W A DISTANCE OF 175.00 FEET; THENCE N 66°02'02" E A DISTANCE OF 5.30 FEET; THENCE N 26°13'51" W A DISTANCE OF 18.91 FEET; THENCE N 53°11'16" E A DISTANCE OF 26.64 FEET; THENCE N 38°56'11" W A DISTANCE OF 118.30 FEET; THENCE N 24°25'20" E A DISTANCE OF 91.98 FEET; THENCE N 09°10'05" E A DISTANCE OF 69.43 FEET; THENCE N 01°30'02" W A DISTANCE OF 74.14 FEET; THENCE N 08°41'03" W A DISTANCE OF 50.00 FEET; THENCE S 81°18'57" W A DISTANCE OF 12.94 FEET; THENCE N 08°41'03" W A DISTANCE OF 120.00 FEET; THENCE N 81°18'57" E A DISTANCE OF 355.00 FEET; THENCE N 75°14'59" E A DISTANCE OF 46.50 FEET; THENCE N 47°27'21" E A DISTANCE OF 47.93 FEET; THENCE N 39°39'05" E A DISTANCE OF 130.83 FEET; THENCE N 02°05'29" W A DISTANCE OF 65.01 FEET; THENCE N 01°18'59" E A DISTANCE OF 196.75 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,885,872.34 SQUARE FEET OR 43.293 ACRES.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED STONE WOOD CROSSING II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

SECTION I STREETS, EASEMENTS AND UTILITIES

1. PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM SEWER DRAINAGE, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAY FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES, AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SO INSTALLED BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNERS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION FACILITIES. THE UTILITY COMPANIES (ELECTRIC, TELEPHONE, COMMUNICATION, OR CABLE FACILITIES) SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS LINES, BUT THE OWNERS OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENT OR HIS CONTRACTOR, THE ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SUPPLIER, HAVING THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING AND REPLACING ANY PORTION OF THE UNDERGROUND UTILITY. THE FOREGOING COVENANTS CONCERNING ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEPHONE SHALL BE ENFORCEABLE BY THE UTILITY COMPANIES AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

3. GAS SERVICE

A. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

B. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

C. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

D. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

E. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS TO BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF SERVICE LINES TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

F. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

4. WATER, SANITARY SEWER AND STORM SEWER. THE OWNERS OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING ON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED. WITHIN THE DEPICTED UTILITY EASEMENT AREA, THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER AT THE OWNER'S EXPENSE.

5. WATER AND SANITARY SEWER. THE CITY OF BROKEN ARROW ("THE CITY") SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC SANITARY SEWER FACILITIES OR PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENTS WHICH SHOWS ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER AND SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

6. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS. THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER SYSTEM, STORM DRAINAGE, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION LINES, THE LOT OWNER SHALL REMOVE ALL TREES OR SHRUBBERY IN DIRECTLY AFFECTED EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY HARM, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY OR DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAY, THE ADVERSELY AFFECTED UTILITY COMPANY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

7. FENCING RESTRICTION IN ORDER TO MAINTAIN THE AESTHETICS OF THE OPEN SPACE WITHIN RESERVE 'A' AND RESERVE 'B', AND PROTECT TREES PLANTED IN ACCORDANCE WITH THE U.S. ARMY CORPS OF ENGINEERS 104 PERMIT. FENCING RESTRICTION DEPICTED ON THE PLAT "FR/DE-SACS" WILL NOT BE LOCATED 25'-30' FROM THE FRONT LOT LINE, 10'-15' FROM THE SIDE LOT LINE, 17'-18' FROM THE REAR LOT LINE, 5'-10' FROM THE "FR/DE-SACS" OR FLAG LOTS. THE OWNERS OF THESE LOTS WILL NOT BE ALLOWED TO CONSTRUCT A FENCE CLOSER TO THE RESERVE AREAS 'A' AND 'B' THAN THE "FR/DE-SACS" LINES AS SHOWN ON THE FACE OF PLAT.

8. HOME OWNER'S ASSOCIATION

A. INCLUSION IN HOME OWNERS ASSOCIATION. AS PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE STONE WOOD CROSSING HOME OWNERS ASSOCIATION, AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), THE MAIN OBJECTIVE OF THE ASSOCIATION IS THE MAINTENANCE OF THE LANDSCAPED ENTRANCES, AND ALL OTHER LANDSCAPED BUFFERS AND ISLANDS. THE DEVELOPER MAY PERMIT OTHER ADJACENT PROPERTY OWNERS, E.G., OWNERS OF LOTS IN FUTURE ADDITIONS OF STONE WOOD CROSSING II OR OWNERS OF OTHER TRACTS WITHIN THE ELM CREEK COMMUNITY DEVELOPMENT PUD, ETC., TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION OF THE PARK AREAS THAT MAY BE CREATED.

B. BINDING EFFECTS. ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAW SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

C. ASSESSMENTS. ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE WOOD CROSSING.

D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF DOCUMENTS ON THE ASSOCIATION WILL BE FILED WITH THE FINAL PLAT AND INCLUDE THE MAINTENANCE AGREEMENT AND OTHER SPECIFIC RIGHTS AND REQUIREMENTS FOR ASSOCIATION MEMBERS.

E. RESERVE AREAS 'A' AND 'B' (OPEN SPACE, STORM WATER DETENTION, AND UTILITIES):

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER DOES HEREBY DEDICATED TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THE AREAS WITHIN RESERVE 'A' AND 'B' DEPICTED ON THE PLAT FOR THE PURPOSES OF PERMITTING FLOW, CONVEYANCE, DETENTION, DISCHARGE OF STORM WATER RUNOFF, AND UTILITIES FROM THE VARIOUS LOTS WITHIN STONE WOOD CROSSING, PROVIDED HOWEVER, THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, Hardscaping AND OTHER IMPROVEMENTS WHICH DO NOT INTERFERE WITH THE INTENDED DRAINAGE AND DETENTION FUNCTIONS.

DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE 'A' AND 'B' SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION TO BE FORMED PURSUANT TO SECTION III (HEREINAFTER THE "HOME OWNERS ASSOCIATION"). MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE HOME OWNERS ASSOCIATION AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

1. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND LITTER.
2. THE DETENTION EASEMENT AREAS SHALL BE MOVED DURING THE GROWING SEASON AT INTERVALS NOT TO EXCEED 2 WEEKS.
3. DETENTION AND DRAINAGE FACILITIES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION.
4. THE BANKS OR SIDE SLOPES OF LAKE IMPOUNDMENTS SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION.

5. THE GRADES OF THE DETENTION EASEMENT AREAS EXISTING UPON COMPLETION OF THE DETENTION AND DRAINAGE FACILITIES SHALL NOT BE ALTERED.

IN THE EVENT THE HOME OWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN "STONE WOOD CROSSING II". PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO A PRO RATA AMOUNT DETERMINED BY A DENOMINATOR EQUAL TO THE NUMBER OF RESIDENTIAL LOTS WITHIN "STONE WOOD CROSSING II" WHICH ARE SERVED BY THE DETENTION FACILITY. A Lien ESTABLISHED AS ABOVE PROVIDED MAYBE JUDICIALLY FORECLOSED.

6. USE OF RESERVE AREA 'C': THE USE OF RESERVE AREA 'C' DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING, LANDSCAPING, UTILITIES AND/OR

CLUBHOUSE. RESERVE AREA 'C' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOME OWNERS' ASSOCIATION FOR MAINTENANCE AND USE.

7. TRAFFIC CONTROL MEDIANAS 'A' THROUGH 'I': THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANAS 'A' THROUGH 'I', PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOME OWNERS' ASSOCIATION FOR MAINTENANCE OR TO BE FORMED AS SET FORTH WITHIN THE UTILITY EASEMENT HEREIN. THE PURPOSE OF THE INSTALLATION OF TRAFFIC CONTROL MEDIANAS 'A' THROUGH 'I' IS TO MAINTAIN THE SAFETY OF TRAFFIC AND TO PROTECT THE UTILITY EASEMENT. THE HOLDER OF THE RESERVED EASEMENT, THE OWNER/DEVELOPER OR THE HOME OWNERS' ASSOCIATION, AS THE CASE MAY BE, HEREBY CONVENTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIANAS 'A' THROUGH 'I' AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANAS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

8. ACCESS RESTRICTIONS: NO ACCESS SHALL BE ALLOWED ALONG STREET FRONTRAGE IN WHICH THE BUILDING LINE SETBACK IS LESS THAN 25 FEET.

9. PUD 130A DEVELOPMENT STANDARDS (STONE WOOD CROSSING ENTIRELY WITHIN TRACT E OF PUD 130A)

PARCEL 2: SINGLE-FAMILY DETACHED DWELLINGS (TRACT E)

SINGLE-FAMILY DETACHED STRUCTURES INTENDED FOR INDIVIDUAL LOT OWNERSHIP. PARCEL 2 SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF THE R-3 ZONING DISTRICT EXCEPT AS FOLLOWS:

MAXIMUM NUMBER OF DWELLING UNITS 290

CORNER LOT MINIMUM SIDE YARD ON NON-COLLECTOR STREETS 20/25 FT. IF SIDE LOADED GARAGE

MINIMUM LOT FRONTRAGE* 60 FT. (AT BUILDING LINE)

MINIMUM LOT DEPTH 110 FT.

MINIMUM REAR YARD 20 FT.

MINIMUM SIDE YARD 5/5 FT.

MINIMUM LOT FRONTRAGE ON R.O.W. FOR PIE SHAPED OR FLAG LOTS 30 FT. AT R.O.W.

*ON CUL-DE-SACS, PIE SHAPED LOTS MAY HAVE A LESS THAN MINIMUM FRONTRAGE MEASURED AT BUILDING LINES, BUT WILL NOT BE LESS THAN 40 FEET WIDTH MEASURED AT THE BUILDING LINE. AVERAGE LOT WIDTH, MEASURED HALFWAY BETWEEN THE FRONT AND REAR LOT LINES WILL BE A MINIMUM OF 60 FEET.

10. ARCHITECTURAL REVIEW COMMITTEE

THERE WILL BE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE. THIS COMMITTEE WILL CONSIST OF MEMBERS APPOINTED BY THE OWNERS FROM THEIR STAFF. THE DEVELOPMENT TEAM OF STONE WOOD CROSSING UNTIL SUCH TIME THAT MEMBERSHIP IS TRANSFERRED DIRECTLY TO THE STONE WOOD CROSSING RESIDENTS. THEY WILL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF ALL SITE AND ARCHITECTURAL PLANS AS WELL AS THE SELECTION OF ARCHITECTURAL BUILDING MATERIALS. THEY WILL ALSO APPROVE ALL LANDSCAPE AND DRAINAGE PLANS BEFORE SUBMITTED TO THE CITY OF BROKEN ARROW FOR APPROVAL. THIS ARCHITECTURAL REVIEW COMMITTEE IS ONE OF THE MAJOR STEPS TO INSURE THE PROJECT WILL BE DEVELOPED AS ORIGINALLY INTENDED.

THE BUILDING ELEVATIONS FOR HOMES, OFFICES AND BUSINESSES WILL BE DESIGNED TO EXPRESS INDIVIDUALITY WITHIN A DEVELOPMENT AREA WHILE SIMULTANEOUSLY MAINTAINING THE OVERALL CHARACTER OF THE COMMUNITY. CAREFUL ATTENTION TO ALL ASPECTS OF THE BUILDING DESIGNS WILL BE STUDIED TO CREATE THE INDIVIDUALITY DESIRED. SOME OF THE BUILDING ELEMENTS TO BE STUDIED INCLUDE ROOFS, WALLS, OPENINGS, FOUNDATIONS, CHIMNEY MATERIALS, PATIOS AND DECKS. EVEN THOUGH BUILDING APPEAL WILL VARY THROUGHOUT THE DEVELOPMENT, CONTINUITY WILL BE PROVIDED THROUGH THE UTILIZATION OF ADDITIONAL ARCHITECTURAL AND NON-ARCHITECTURAL ELEMENTS SUCH AS LIGHTING, SIGNAGE, PAVING AND LANDSCAPE PLANT MATERIAL.

SECTION II RESTRICTIVE COVENANTS